THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 15471 of 2006

Dated: 18-08-2006

Between:

L.Shankaraiah

..... PETITIONER

AND

The Regional Manager,
APSRTC, Nizamabad and another.

.....RESPONDENTS

THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 15471 of 2006

O R D E R:

The petitioner was awarded a contract of sweeping, cleaning, washing and parking of buses in the depot garage at Nizamabad-II Depot for a period of two years vide proceedings dated 31-03-2006. It is stated that in pursuance of the said proceedings, the petitioner has commenced work with effect from 01-04-2006. While so, the second respondent-Depot Manager, APSRTC, Nizamabad-II depot, by letter, dated 24-06-2006, informed the petitioner that it was noticed that the vehicles were not being washed properly even after instructions by the Assistant Engineer (Mechanical), on several occasions and accordingly informed the petitioner to advise the workers to take up the sweeping, cleaning and washing of buses without giving scope for any further complaints. The petitioner states that the said letter was received by him on 29-06-2006 and he was taking necessary steps accordingly. However, the impugned proceedings dated 12-07-2006 were issued by the first respondent-Regional Manager, APSRTC, Nizamabad Region terminating the contract granted to the petitioner and forfeiting the security deposit with immediate effect alleging that the petitioner had violated clause-6 of the deed of contract by improper execution of the work entrusted.

Aggrieved by the same, this writ petition is filed contending *inter alia* that the impugned order of termination, which was passed without affording an opportunity to the petitioner to rebut the allegation of improper execution of the work, is arbitrary, illegal and violative of

principles of natural justice.

I have heard the learned counsel for the petitioner as well as the learned standing counsel appearing for the respondent-Corporation.

The material on record shows that except the letter dated 24-06-2006 in which the petitioner was informed to instruct his workers to take up the sweeping and cleaning work properly without giving scope for complaints, no other notice was issued calling upon him to show cause as to why the contract in his favour should not be terminated. Though no counter-affidavit is filed, the learned Standing Counsel for the Corporation did not dispute the said fact.

On the other hand, the learned Counsel for the petitioner submits that the allegation of improper execution of the work is incorrect and without any basis and if only an opportunity was given, the petitioner would have explained the allegation.

Since admittedly the impugned order of termination dated 12-07-2006 was not preceded by any notice affording a reasonable opportunity to the petitioner to put forth his version,

I am of the opinion that the impugned order was not in conformity with the fundamental principles of natural justice and therefore liable to be set aside on that ground alone.

Accordingly, without expressing any opinion as to the correctness of the allegations made against the petitioner, the impugned order is set aside and the writ petition is disposed of leaving it open to the respondent-Corporation to initiate appropriate proceedings afresh following due process of law. No costs.

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G. ROHINI, J

Dated: 18-08-2006
Note: Issue C.C. by Monday
B/o KLP